

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

PETsMART, INC., a Delaware
Corporation, in its capacity as fiduciary of
the PETsMART Flexible Benefits Plan,

Plaintiff,

v.

JANET M. DAVIDSON,
MICHAEL D. BEDNASH, ESQUIRE, and
KIMMEL CARTER ROMAN & PELTZ,
P.A., a Delaware Corporation,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT

PARTIES

1. Plaintiff PETsMART, Inc. ("PETsMART") is a Delaware corporation with operations in the State of Delaware. PETsMART is the sponsor and fiduciary of the PETsMART Flexible Benefits Plan (the "Plan") within the meaning of ERISA, 29 U.S.C. § 1002(16)(B), 29 U.S.C. § 1102(a)(2).

2. Defendant Janet M. Davidson ("Davidson") is an adult individual who is a citizen of the State of Delaware and who was formerly employed by PETsMART in New Castle County, Delaware. At all times relevant hereto, Davidson was a participant in the Plan, Group Policy No. 701439, within the meaning of ERISA § 3(7), 29 U.S.C. § 1002(7).

3. Defendant Kimmel Carter Roman & Peltz, P.A. ("KCR&P") is a Delaware professional association that is engaged in the practice of law in the State of Delaware.

4. Defendant Michael D. Bednash, Esquire ("Bednash") is an attorney with KCR&P.

JURISDICTION

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 as conferred by ERISA § 502(e)(1), 29 U.S.C. § 1132(e)(1). This Court has supplemental jurisdiction over the related state law claims pursuant to 28 U.S.C. § 1367(a) because such claims are so related to the federal claim as to form part of the same case or controversy.

VENUE

6. Venue in this District is proper pursuant to 28 U.S.C. §§ 1391 and (b) and 29 U.S.C. § 1132(e)(2) because the events giving rise to this lawsuit occurred in this District.

FACTUAL ALLEGATIONS

7. The Plan is a self-funded employee welfare benefit plan within the meaning of ERISA § 3(1), 29 U.S.C. § 1002(1) in that PETsMART, not an insurance company, funds the benefits provided thereunder.

8. The Plan provides medical expense benefits to eligible employees of PETsMART and their dependents, including Davidson while she was a Plan participant.

9. The terms and conditions of the Plan are set forth in an employee booklet known as a Summary Plan Description ("SPD"). Copies of the cover pages, tables of contents, and relevant pages of SPDs from 2003, 2004, 2005, and 2006 are attached hereto as Exhibit A.

10. Among other things, the SPD sets forth the Plan's right to subrogation/reimbursement when the Plan pays benefits due to injuries or illness caused by a third party:

If you are injured or become ill as a result of a third-party's act or omission, as a condition of receiving treatment covered by the Plan for such injury or illness you are agreeing to:

- Repay the plan any amounts recovered ... from the third party ... or the third party's insurance

carrier(s) on account of your injury or illness, up to the lesser of:

- The value of benefits under the plan that have been, and will be, provided on account of the injury or illness; or
- The amount of the recovery remaining after deducting reasonable and necessary attorney fees and costs incurred by you in obtaining the recovery.
- Instruct your attorney to repay the plan the amounts described above from any such recovery; and
- Cooperate fully and assist the plan in asserting its rights against the third party ... or the third party's insurance carrier(s)

11. On or about November 1, 2003, Davidson was injured in an accident when the car she was driving was struck by a car driven by Donita S Taylor (the "Accident").

12. At that time, Taylor was insured by Nationwide.

13. Davidson hired KCR&P to represent her in connection with the Accident.

14. Bednash of KCR&P represented Davidson regarding her personal injury claims arising out of the Accident.

15. Between 2003 and 2006, in connection with the injuries suffered by Davidson, the Plan paid medical benefits on her behalf in the amount of \$100,463.84. See true and correct copy of the Itemization of Benefits attached hereto as Exhibit B.

16. On May 31, 2005, PETsMART, through its subrogation agent, Ingenix, Inc. ("Ingenix"), put Davidson and Nationwide on notice of the Plan's subrogation interest and reimbursement claim. See Exhibit C.

17. On September 15, 2006, Davidson reached a settlement regarding the Accident, for the sum of \$300,000 (the "Settlement Funds"). See Exhibit D.

18. On September 18, 2006, Ingenix learned from Nationwide that Davidson's claim regarding the Accident was being settled, that KCR&P represented Davidson; and that Nationwide would include PETSMART's agent, Ingenix, Inc., as a payee on the settlement check prior to disbursement.

19. By letter dated September 18, 2006, Ingenix notified KCR&P of the Plan's subrogation and reimbursement interest in a portion of the Settlement Funds, requested that KCR&P contact Ingenix prior to settlement to obtain the total amount of paid benefits as to which reimbursement was due, and further advising KCR&P to hold the Settlement Funds in trust until such time as PETSMART's interest in the Settlement Funds has been severed from the interest of Davidson. See Exhibit E.

20. On or before September 25, 2006, KCR&P and Bednash received the September 19, 2006 letter from Ingenix alerting them to PETSMART's interest in a portion of the Settlement Funds.

21. On or about September 25, 2006, Bednash received from Nationwide a check (the "Check") in the amount of \$280,000, which was payable to "JANET DAVIDSON AND HER ATTY MICHAEL BEDNASH, ESQ. INGENIX AND KIMMEL CARTER ROMAN AND PELTZ". See Exhibit F.

22. By letter dated September 27, 2006, Bednash advised Ingenix that "this matter has already resolved." See Exhibit G.

23. On or after September 27, 2006, Bednash caused the entire proceeds from the Check to be distributed to KCR&P and Davidson without retaining in trust any portion of the proceeds from the Settlement Funds.

**COUNT ONE
ENFORCEMENT OF THE TERMS OF THE PLAN**

24. PETsMART incorporates the preceding paragraphs herein the same as though pleaded in full.

25. On behalf of Davidson, the Plan paid \$100,463.84 for claims for medical treatment provided to Davidson for the injuries she sustained in the Accident.

26. The funds that the Plan seeks to recover are the Settlement Funds. Upon information and belief, all or some of the Settlement Funds are in the possession and control of Davidson.

27. \$100,463.84 of the Settlement Funds belong in good conscience to the Plan through its right of subrogation/reimbursement.

28. Davidson has refused to turn over \$100,463.84 of the Settlement Funds.

29. As a result, Davidson has violated the terms of the Plan.

30. Pursuant to ERISA §502(a)(3), 29 U.S.C. §1132(a)(3), the Plan is entitled to enforce the terms of the Plan and to an equitable lien and constructive trust on the Settlement Funds.

**COUNT TWO
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

31. PETsMART incorporates the preceding paragraphs herein the same as though pleaded in full.

32. PETsMART had a contractual relationship with Davidson of which KCR&P and Bednash had knowledge.

33. KCR&P and Bednash are being named as defendants because, on information and belief, they purposely interfered with PETsMART's contractual relations with Davidson by

disbursing funds to Davidson and KCR&P, without resolving PETsMART's reimbursement interest.

34. Bednash and (by his agency with KCR&P) KCR&P's conduct in negotiating the settlement check and in failing to resolve PETsMART's reimbursement interest prior to disbursement of the settlement proceeds, despite having knowledge of PETsMART's lien, was a proximate cause of PETsMART's damages.

35. PETsMART has been damaged in the amount of \$100,463.84 because of Bednash and KCR&P's conduct.

36. Bednash and KCR&P's actions were improper.

COUNT THREE CONVERSION

37. PETsMART incorporates the preceding paragraphs herein the same as though pleaded in full.

38. Bednash and KCR&P received the settlement payment for Davidson. Bednash and KCR&P intentionally and wrongfully asserted dominion and control over the entire settlement payment, inconsistent with PETsMART's interest in a portion of the Settlement Funds..


39. Bednash and KCR&P failed to preserve a sufficient amount of funds from the settlement proceeds to satisfy PETsMART's \$100,463.84 reimbursement interest.

WHEREFORE, PETsMART requests that the Court enter a judgment in its favor and against Defendants on all of its claims, as follows:

(a) imposing a constructive trust and equitable lien in favor of the Plan upon \$100,463.84 of the Settlement Funds recovered by Davidson;

- (b) declaring that the Plan is the rightful owner of the \$100,463.84 of the Settlement Funds recovered by Davidson;
- (c) directing Davidson to reimburse the Plan for the benefits paid by turning over \$100,463.84 from the Settlement funds;
- (d) directing Davidson to execute any instruments necessary to transfer legal title of the constructive trust to the Plan;
- (e) to the extent the Settlement Funds have been dissipated, entering judgment against Bednash and KCR&P, in that amount, and for punitive damages in an amount to be determined at trial;
- (f) awarding Plaintiff interest, costs, and attorneys' fees as permitted by ERISA, 29 U.S.C. §1132(g); and
- (g) granting such other and further relief as this Court should deem just and proper.

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Date: October 12, 2007

CBLH: 562755.4

EXHIBIT A

PETsMART, INC.
SMARTcHOICES AND FLEXIBLE BENEFITS PLANS
SUMMARY PLAN DESCRIPTION

Effective January 1, 2003

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generally will be considered “primary” if you have been ordered by the court to provide for your child’s health care expenses or if you have legal custody of your child.

If you have any questions concerning how these provisions affect your benefits, contact the Benefits Department.

Subrogation – If you are injured or become ill as a result of a third-party’s act or omission, as a condition of receiving treatment covered by the Plan for such injury or illness you are agreeing to:

- repay the plan any amounts recovered (whether by settlement, court order or otherwise) from the third party, the third party’s personal representative or the third party’s insurance carrier(s) on account of your injury or illness, up to the lesser of:
 - the value of benefits under the plan that have been, and will be, provided on account of the injury or illness; or
 - the amount of the recovery remaining after deducting reasonable and necessary attorney fees and costs incurred by you in obtaining the recovery.
- instruct your attorney to repay the plan the amounts described above from any such recovery; and
- cooperate fully and assist the plan in asserting its rights against the third party, the third party’s personal representative, or the third party’s insurance carrier(s) (including, but not limited to, executing any documents necessary for the plan to seek recovery directly against the third party, the third party’s personal representative, or the third party’s insurance carrier(s)).

CLAIMS PROCEDURE

Submitting Claims – Generally, if you think you should get coverage and/or benefits under the Plans, you or your duly authorized representative (such as a family member, doctor, or attorney) can file a claim. You must follow this claims procedure and the appeals procedure (discussed below) before you can bring any legal action.

You do not have to submit a claim for treatment or services rendered by an in-network provider under the PPO Medical Plan or for any covered treatment or services for behavioral health, but you are responsible for ensuring that the provider submits the claim. If you receive treatment or services from an out-of-network provider under the PPO Medical Plan or if you are covered by the Indemnity Plan, you must submit a claim for any covered treatment or services by using the Health Claim Transmittal Form (located in the “Forms” section).

You do not have to submit a claim for treatment or services rendered by a participating DMO dentist, but you are responsible for ensuring that the dentist submits the claim. A claim form (available from CIGNA) is required for reimbursement of any covered treatment or services rendered by a non-participating DMO dentist in the event of emergency.

You do not have to submit a claim for treatment or services rendered by a participating dentist in Dental Plan I or Dental Plan II, but you are responsible for ensuring that the dentist submits the claim. A claim form is required for reimbursement of any covered treatment or services rendered by a non-participating dentist (see the “Attending Dentist’s Statement” under “Forms”).

PETsMART INC.
SmartChoices and Flexible Benefits Plans
Summary Plan Description

Effective January 1, 2004

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For purposes of any treatment provided to your dependent children, whether our plan will be considered “primary” depends on a complicated set of rules. Generally, our plan is “primary” if your child is covered as a dependent under our plan and your spouse’s plan, you and your spouse are not divorced or separated, and your birthday occurs earlier in the year than your spouse’s. If you are divorced or separated, our plan generally will be considered “primary” if you have been ordered by the court to provide for your child’s health care expenses or if you have legal custody of your child.

If you have any questions concerning how these provisions affect your benefits, contact the Benefits Department.

Subrogation – If you are injured or become ill as a result of a third-party’s act or omission, as a condition of receiving treatment covered by the Plan for such injury or illness you are agreeing to:

- repay the plan any amounts recovered (whether by settlement, court order or otherwise) from the third party, the third party’s personal representative or the third party’s insurance carrier(s) on account of your injury or illness, up to the lesser of:
 - the value of benefits under the plan that have been, and will be, provided on account of the injury or illness; or
 - the amount of the recovery remaining after deducting reasonable and necessary attorney fees and costs incurred by you in obtaining the recovery.
- instruct your attorney to repay the plan the amounts described above from any such recovery; and
- cooperate fully and assist the plan in asserting its rights against the third party, the third party’s personal representative, or the third party’s insurance carrier(s) (including, but not limited to, executing any documents necessary for the plan to seek recovery directly against the third party, the third party’s personal representative, or the third party’s insurance carrier(s)).

CLAIMS PROCEDURE

Submitting Claims – Generally, if you think you should get coverage and/or benefits under the Plans, you or your duly authorized representative (such as a family member, doctor, or attorney) can file a claim. You must follow this claims procedure and the appeals procedure (discussed below) before you can bring any legal action.

You do not have to submit a claim for treatment or services rendered by an in-network provider under the PPO Medical Plan or for any covered treatment or services for behavioral health, but you are responsible for ensuring that the provider submits the claim. If you receive treatment or services from an out-of-network provider under the PPO Medical Plan or if you are covered by the Indemnity Plan, you must submit a claim for any covered treatment or services by using the Health Claim Transmittal Form (located in the “Forms” section).

You do not have to submit a claim for treatment or services rendered by a participating DMO dentist, but you are responsible for ensuring that the dentist submits the claim. A claim form (available from CIGNA) is required for reimbursement of any covered treatment or services rendered by a non-participating DMO dentist in the event of emergency.



PETsMART INC.

SmartChoices and Flexible Benefits Plans

Summary Plan Description

Effective January 1, 2005

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Our plan will be considered “secondary” if the other group health plan does not require coordination of benefits. If the other group health plan requires coordination of benefits, generally, our plan will be considered “primary” for purposes of any treatment provided to an associate, but will be considered “secondary” for any treatment provided to an associate’s spouse.

For purposes of any treatment provided to your dependent children, whether our plan will be considered “primary” depends on a complicated set of rules. Generally, our plan is “primary” if your child is covered as a dependent under our plan and your spouse’s plan, you and your spouse are not divorced or separated, and your birthday occurs earlier in the year than your spouse’s. If you are divorced or separated, our plan generally will be considered “primary” if you have been ordered by the court to provide for your child’s health care expenses or if you have legal custody of your child.

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 - the value of benefits under the plan that have been, and will be, provided on account of the injury or illness; or
 - the amount of the recovery remaining after deducting reasonable and necessary attorney fees and costs incurred by you in obtaining the recovery.
- instruct your attorney to repay the plan the amounts described above from any such recovery; and
- cooperate fully and assist the plan in asserting its rights against the third party, the third party’s personal representative, or the third party’s insurance carrier(s) (including, but not limited to, executing any documents necessary for the plan to seek recovery directly against the third party, the third party’s personal representative, or the third party’s insurance carrier(s)).

CLAIMS PROCEDURE

Submitting Claims – Generally, if you think you should get coverage and/or benefits under the Plans, you or your duly authorized representative (such as a family member, doctor, or attorney) can file a claim. You must follow this claims procedure and the appeals procedure (discussed below) before you can bring any legal action.

You do not have to submit a claim for treatment or services rendered by an in-network provider under the PPO Medical Plan or for any covered treatment or services for behavioral health, but you are responsible for ensuring that the provider submits the claim. If you receive treatment or services from an out-of-network provider under the PPO Medical Plan or if you are covered by the Indemnity Plan, you must submit a claim for any covered treatment or services by using the Health Claim Transmittal Form (located in the “Forms” section).



PetSmart Inc.

SmartChoices and Flexible Benefits Plans

Summary Plan Description

Effective January 1, 2006

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- determination that expenses are Usual, Reasonable, and Customary; and
- coordination of benefits/third party recovery (i.e., subrogation).

May the Plan Recover Excess Payments? If payments are made in excess of the amount necessary to satisfy the provisions of the Plans, the Plans may recover these excess payments from any individual, insurance company or other organization to whom the excess payments were made or withhold payment on future benefits until the overpayment is recovered.

Are Benefits Coordinated? The Company coordinates benefit payments with other group health plans under which a person may be covered so that the total benefits paid will not exceed the charges. These provisions only apply if you (or your Eligible Dependents) are covered under another group health plan in addition to the Plan. If you are covered under another group health plan and our Plan is considered “primary,” benefits will be paid from our Plan without regard to the other plan. However, if our Plan is considered “secondary,” benefits paid from our Plan will be reduced by any amounts payable from the other group health plan.

Our Plan will be considered “secondary” if the other group health plan does not require coordination of benefits. If the other group health plan requires coordination of benefits, generally, our Plan will be considered “primary” for purposes of any treatment provided to an Associate, but will be considered “secondary” for any treatment provided to an Associate’s Spouse.

For purposes of any treatment provided to your Eligible Children, whether our Plan will be considered “primary” depends on a complicated set of rules. Generally, our Plan is “primary” if your child is covered as a dependent under our Plan and your Spouse’s Plan, you and your Spouse are not divorced or separated, and your birthday occurs earlier in the year than your Spouse’s. If you are divorced or separated, our Plan generally will be considered “primary” if you have been ordered by the court to provide for your child’s health care expenses or if you have legal custody of your child.

If you have any questions concerning how these provisions affect your benefits, contact the Benefits Department.

Am I Required to Reimburse the Plan If I Am Injured By a Third Party? If you are injured or become ill as a result of a third-party’s act or omission, as a condition of receiving treatment covered by the Plan for such injury or illness you are agreeing to:

- repay the Plan any amounts recovered (whether by settlement, court order or otherwise) from the third party, the third party’s personal representative or the third party’s insurance carrier(s) on account of your injury or illness, up to the lesser of:
 - the value of benefits under the Plan that have been, and will be, provided on account of the injury or illness; or
 - the amount of the recovery remaining after deducting reasonable and necessary attorney fees and costs incurred by you in obtaining the recovery.
- instruct your attorney to repay the Plan the amounts described above from any such recovery; and

- cooperate fully and assist the Plan in asserting its rights against the third party, the third party's personal representative, or the third party's insurance carrier(s) (including, but not limited to, executing any documents necessary for the Plan to seek recovery directly against the third party, the third party's personal representative, or the third party's insurance carrier(s)).

If you or anyone who collects on your behalf from a third-party does not reimburse the Plan as required by the Plan or any documentation that you sign, such failure may be treated as a breach of contract, and the Plan may pursue all rights and remedies available to it.

If you refuse to sign any requested documentation in the form presented to you by the Administrator, you will not have satisfied all conditions for payment of the claimed benefits. The claimed benefits will be deemed excluded from coverage under the Plan and will not be paid. If any such benefits are inadvertently paid by the Plan, your future benefits may be reduced until the excess amount has been repaid to the Plan.

CLAIMS PROCEDURE

How Do I Submit Claims? Generally, if you think you should get coverage and/or benefits under the Plans, you or your duly authorized representative (such as a family member, doctor, or attorney) can file a claim. You must follow (and exhaust) this claims procedure and the appeals procedure (discussed below) before you can bring any legal action. Legal action must be commenced within one year after you receive the Claim Reviewer's decision.

You do not have to submit a claim for treatment or services rendered by an in-network provider under the PPO or EPO Medical Plan or for any Covered Services for behavioral health, but you are responsible for ensuring that the provider submits the claim within one year of treatment. If you receive treatment or services from an out-of-network provider under the PPO Medical Plan or if you are covered by the Indemnity Plan, you must submit a claim within one year of treatment for any covered treatment or services by using the Medical Claim Form (See "Forms" on page 97).

You do not have to submit a claim for treatment or services rendered by a participating DMO Dentist, but you are responsible for ensuring that the Dentist submits the claim within one year of treatment. A claim form (available from CIGNA) is required for reimbursement of any Covered Services rendered by a non-participating DMO Dentist in the event of Emergency.

You do not have to submit a claim for treatment or services rendered by a participating Dentist in Dental Plan I or Dental Plan II, but you are responsible for ensuring that the Dentist submits the claim within one year of treatment. A claim form is required for reimbursement of any covered treatment or services rendered by a non-participating Dentist (see the "CIGNA Dental PPO Claim Form" under "Forms" on page 97).

For Vision Plan services, if you use a VSP provider, your provider should bill VSP directly. If you use a non-VSP provider, you must submit a request to VSP for reimbursement of covered expenses within one year of treatment. Forms are available from VSP.

You must submit a claim form to receive reimbursement from your FSA(s) (located under "Forms" on page 97). See "Filing Claims for FSA Reimbursement" on page 60 for details.

EXHIBIT B

Medical Payment Summary

Medical Payment Summary

Claimant: DAVIDSON, JANET

Date of Incident: 11/01/2003

Last Update: 08/23/2006

ISS File Number: 1960268



Total Billed: \$179,880.39
 Total Paid: \$100,463.84
 created on: 04/12/2007

First Date of Service	Claim Number	Provider	Amount Billed	Amount Paid	Paid Date	Capitated*	Diagnosis Codes
11/26/2003	0811158070011	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$120.00	\$79.72	12/19/2003	No	717.7, 726.10
11/26/2003	0811158070012	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$85.00	\$38.08	12/19/2003	No	717.7, 726.10
12/03/2003	0808290912011	JEFFREY J HECKERT	\$90.00	\$56.30	12/15/2003	No	726.10, 477.9
12/03/2003	0808290912012	JEFFREY J HECKERT	\$165.00	\$62.31	12/15/2003	No	726.10, 477.9
02/10/2004	0904032268011	CN MRI PA	\$102.50	\$45.00	06/11/2004	No	724.3
03/04/2004	0909193208011	JEFFREY J HECKERT	\$90.00	\$56.30	06/19/2004	No	724.5
03/09/2004	0904032267011	CN MRI PA	\$102.50	\$45.00	06/11/2004	No	724.3
03/19/2004	0864869129011	CN MRI PA	\$958.00	\$274.80	04/06/2004	No	724.3
03/19/2004	0864869129012	CN MRI PA	\$1,066.00	\$639.60	04/06/2004	No	724.3
04/05/2004	0878279498011	BRIAN PRIGG	\$90.00	\$54.00	04/27/2004	No	717.9, 724.5
04/06/2004	0874807241011	CN MRI PA	\$82.00	\$49.20	04/21/2004	No	722.10
04/15/2004	0876818917011	BRIAN PRIGG	\$90.00	\$54.00	04/27/2004	No	724.5
04/15/2004	0876818917013	BRIAN PRIGG	\$10.00	\$2.40	04/27/2004	No	724.5
04/21/2004	0879118842011	BRIAN PRIGG	\$65.00	\$39.00	04/28/2004	No	724.5
05/10/2004	0896129491011	COASTAL PAIN CARE PHYSICIANS P	\$280.00	\$81.00	05/28/2004	No	722.52, 722.11, 719.46, 721.3
05/24/2004	0902585521011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$46.20	06/10/2004	No	722.52, 722.51
06/10/2004	0909822157011	SURGICAL MONITORING ASCS INC	\$107.00	\$107.00	07/07/2004	No	721.41, 721.41, 724.3
06/10/2004	0909822157011	SURGICAL MONITORING ASCS INC	\$338.15	\$338.15	07/07/2004	No	
06/10/2004	0909822157011	SURGICAL MONITORING ASCS INC	\$87.50	\$87.50	08/04/2004	No	724.3
06/10/2004	0909822157012	SURGICAL MONITORING ASCS INC	\$437.43	\$437.43	07/07/2004	No	721.41
06/10/2004	0909822157013	SURGICAL MONITORING ASCS INC	\$437.43	\$437.43	07/07/2004	No	721.41
06/10/2004	0909822157015	SURGICAL MONITORING ASCS INC	\$110.00	\$110.00	07/07/2004	No	721.41
06/10/2004	0909822157016	SURGICAL MONITORING ASCS INC	\$2,329.70	\$2,329.70	07/07/2004	No	721.41
06/10/2004	0909822157017	SURGICAL MONITORING ASCS INC	\$28.30	\$28.30	07/06/2004	No	722.72
06/10/2004	0914105460011	THOMAS JEFFERSON UNIV HSP INC	\$12,040.00	\$12,040.00	07/06/2004	No	722.72
06/10/2004	0914105460013	THOMAS JEFFERSON UNIV HSP INC	\$73,020.58	\$38,251.55	07/06/2004	No	722.72
06/10/2004	0916263417011	REHANA A JAN	\$110.00	\$35.48	07/01/2004	No	724.2
06/10/2004	0917147346011	MARK T CURTIS	\$109.00	\$11.04	07/02/2004	No	721.41
06/10/2004	0917147346012	MARK T CURTIS	\$187.00	\$11.59	07/02/2004	No	721.41
06/10/2004	0917147352011	MURRAY J COHEN	\$5,600.00	\$1,550.56	07/14/2004	No	722.72
06/10/2004	0917147352012	MURRAY J COHEN	\$2,200.00	\$175.35	07/14/2004	No	722.72
06/10/2004	0938416110011	DAVID KARASICK	\$42.00	\$10.96	08/11/2004	No	724.9
06/10/2004	0982935145021	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$1,100.00	\$168.49	10/29/2004	No	721.41
06/10/2004	0983440223014	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$10,800.00	\$2,588.12	11/01/2004	No	721.41, V45.4
06/10/2004	0983440223015	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$2,400.00	\$305.58	11/01/2004	No	721.41, V45.4
06/10/2004	0983440223021	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$8,900.00	\$1,538.54	11/01/2004	No	721.41, V45.4
06/10/2004	0983440223022	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$4,500.00	\$1,378.06	11/01/2004	No	721.41, V45.4
06/10/2004	0983440223023	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$1,455.00	\$231.80	11/01/2004	No	721.41, V45.4
06/11/2004	0911571405011	DAVID KARASICK	\$42.00	\$8.77	06/23/2004	No	724.9

* The amount of our claim includes the reasonable value of services furnished on a pre-paid capitated basis.

Medical Payment Summary

Claimant: DAVIDSON, JANET

Date of Incident: 11/01/2003

Last Update: 08/23/2006

ISS File Number: 1960268



Total Billed: \$179,880.39
 Total Paid: \$100,463.84
 created on: 04/12/2007

First Date of Service	Claim Number	Provider	Amount Billed	Amount Paid	Paid Date	Capitated*	Diagnosis Codes
06/14/2004	0914105460012	THOMAS JEFFERSON UNIV HSP INC	\$4,340.00	\$4,340.00	07/06/2004	No	722.72
06/17/2004	0931617509011	BEEBE HOME HEALTH AGENCY	\$127.00	\$76.20	08/05/2004	No	721.91
06/17/2004	0931617509012	BEEBE HOME HEALTH AGENCY	\$128.00	\$76.80	08/05/2004	No	721.91
06/17/2004	0931617509013	BEEBE HOME HEALTH AGENCY	\$127.00	\$76.20	08/05/2004	No	721.91
06/17/2004	0931617509014	BEEBE HOME HEALTH AGENCY	\$128.00	\$76.80	08/05/2004	No	721.91
06/17/2004	0931617509021	BEEBE HOME HEALTH AGENCY	\$127.00	\$76.20	08/05/2004	No	721.91
06/17/2004	0931617509022	BEEBE HOME HEALTH AGENCY	\$128.00	\$76.80	08/05/2004	No	721.91
06/21/2004	0917655415011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$46.20	07/07/2004	No	722.52
06/28/2004	0921180454011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$46.20	07/14/2004	No	722.51, 724.1
07/26/2004	0931503551011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$46.20	07/31/2004	No	722.52
08/24/2004	0983440223025	RECONSTRUCTIVE ORTHOPAEDIC ASSOC PC	\$110.00	\$49.02	11/01/2004	No	721.41, V45.4
08/26/2004	0950205729011	JEFFREY J HECKERT	\$90.00	\$56.30	09/02/2004	No	724.5
08/31/2004	0951914885011	GABRIEL J SOMORI	\$245.00	\$70.20	09/06/2004	No	724.1, 724.4, 722.52
08/31/2004	0960032820011	DYNAMIC PT OF LONGNECK INC	\$28.00	\$16.80	09/27/2004	No	724.5
08/31/2004	0960032820012	DYNAMIC PT OF LONGNECK INC	\$39.00	\$23.40	09/27/2004	No	724.5
08/31/2004	0960032821011	DYNAMIC PT OF LONGNECK INC	\$150.00	\$65.40	09/27/2004	No	724.5
09/01/2004	0960032818013	DYNAMIC PT OF LONGNECK INC	\$45.00	\$27.00	09/27/2004	No	724.5
09/01/2004	0960032818014	DYNAMIC PT OF LONGNECK INC	\$165.00	\$99.00	09/27/2004	No	724.5
09/02/2004	095957541011	DYNAMIC PT OF LONGNECK INC	\$165.00	\$99.00	09/27/2004	No	724.5
09/03/2004	1032613128011	ASHIMA LALL	\$241.00	\$241.00	01/27/2005	No	724.02
09/08/2004	0961465580012	DYNAMIC PT OF LONGNECK INC	\$220.00	\$132.00	09/28/2004	No	724.5, 781.2
09/09/2004	0961465580012	DYNAMIC PT OF LONGNECK INC	\$220.00	\$176.00	09/28/2004	No	724.5, 781.2
09/13/2004	0967065483012	DYNAMIC PT OF LONGNECK INC	\$220.00	\$132.00	10/08/2004	No	724.5
09/14/2004	0959089163011	GABRIEL J SOMORI	\$205.00	\$123.00	09/21/2004	No	721.3, 722.52
09/14/2004	0959089163012	GABRIEL J SOMORI	\$140.00	\$84.00	09/21/2004	No	721.3, 722.52
09/14/2004	0959089163013	GABRIEL J SOMORI	\$205.00	\$123.00	09/21/2004	No	721.3, 722.52
09/14/2004	0959089163014	GABRIEL J SOMORI	\$140.00	\$84.00	09/21/2004	No	721.3, 722.52
09/14/2004	0966459415011	COASTAL PAIN CARE CENTER	\$88.00	\$45.00	09/21/2004	No	721.3, 722.52
09/14/2004	0988606155011	COASTAL PAIN CARE CENTER	\$4,150.00	\$2,500.00	10/25/2004	No	721.3
09/16/2004	0967065484012	DYNAMIC PT OF LONGNECK INC	\$220.00	\$5,300.00	12/02/2004	No	721.3, 722.52
09/17/2004	0967065485011	DYNAMIC PT OF LONGNECK INC	\$55.00	\$33.00	10/08/2004	No	724.5
09/17/2004	0967065485013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$99.00	10/08/2004	No	724.5
09/21/2004	0971223661011	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	10/13/2004	No	724.5, 781.2
09/21/2004	0971223661013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$165.00	10/13/2004	No	724.5, 781.2
09/23/2004	0970510252011	DYNAMIC PT OF LONGNECK INC	\$47.00	\$28.20	10/11/2004	No	724.5
09/23/2004	0970510252013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$99.00	10/11/2004	No	724.5
09/23/2004	0970510252015	DYNAMIC PT OF LONGNECK INC	\$8.00	\$8.00	10/11/2004	No	724.5
09/24/2004	0970510251011	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	10/13/2004	No	724.5, 781.2
09/24/2004	0970510251013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$165.00	10/13/2004	No	724.5, 781.2
09/27/2004	0966037926011	JEFFREY J HECKERT	\$65.00	\$31.77	09/30/2004	No	724.5
09/28/2004	0977844729011	DYNAMIC PT OF LONGNECK INC	\$245.00	\$70.20	10/04/2004	No	721.3, 724.4
09/28/2004	0977844729013	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	11/01/2004	No	724.5
09/30/2004	0977844730011	DYNAMIC PT OF LONGNECK INC	\$165.00	\$165.00	11/01/2004	No	724.5
09/30/2004	0977844730013	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	11/01/2004	No	724.5

* The amount of our claim includes the reasonable value of services furnished on a pre-paid capitated basis.

Medical Payment Summary

Claimant: DAVIDSON, JANET

Date of Incident: 11/01/2003

Last Update: 08/23/2006

ISS File Number: 1960268

Total Billed: \$179,880.39
 Total Paid: \$100,463.84
 created on: 04/12/2007

First Date of Service	Claim Number	Provider	Amount Billed	Amount Paid	Paid Date	Capitated*	Diagnosis Codes
10/01/2004	0977844728011	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	11/01/2004	No	724.5
10/01/2004	0977844728012	DYNAMIC PT OF LONGNECK INC	\$45.00	\$45.00	11/01/2004	No	724.5
10/01/2004	0977844728013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$45.00	11/01/2004	No	724.5
10/01/2004	0977844728014	DYNAMIC PT OF LONGNECK INC	\$39.00	\$39.00	11/01/2004	No	724.5
10/05/2004	0977991930011	DYNAMIC PT OF LONGNECK INC	\$55.00	\$55.00	11/01/2004	No	724.5
10/05/2004	0977991930013	DYNAMIC PT OF LONGNECK INC	\$165.00	\$135.00	11/01/2004	No	724.5
10/07/2004	0977991929011	DYNAMIC PT OF LONGNECK INC	\$39.00	\$135.00	11/01/2004	No	724.5
10/07/2004	0977991929013	DYNAMIC PT OF LONGNECK INC	\$85.00	\$39.00	11/01/2004	No	724.5
10/07/2004	0978855944011	DYNAMIC PT OF LONGNECK INC	\$220.00	\$220.00	10/22/2004	No	722.52
10/12/2004	0975118719011	GABRIEL J SOMORI	\$88.00	\$45.00	10/22/2004	No	722.52
10/12/2004	0975118719012	GABRIEL J SOMORI	\$2,300.00	\$1,840.00	01/10/2005	No	720.2, 722.52
10/27/2004	0984453769011	COASTAL PAIN CARE CENTER	\$155.00	\$77.00	11/03/2004	No	724.1
11/10/2004	0993105612011	GABRIEL J SOMORI	\$90.00	\$56.30	11/18/2004	No	724.5
11/12/2004	0994697274011	JEFFREY J HECKERT	\$1,173.00	\$879.75	11/25/2004	No	729.5
11/18/2004	0999252144011	BAYHEALTH MEDICAL CENTER	\$241.00	\$241.00	12/06/2004	No	724.1
11/30/2004	1003780515011	MILFORD DIAGNOSTIC IMAGING	\$155.00	\$77.00	12/06/2004	No	720.2
12/07/2004	1004052861011	GABRIEL J SOMORI	\$200.00	\$200.00	12/14/2004	No	716.90, V70.0
12/09/2004	1008255446011	GABRIEL J SOMORI	\$88.00	\$45.00	12/14/2004	No	720.2
12/16/2004	1010492903011	JEFFREY J HECKERT	\$200.00	\$101.46	01/05/2005	No	720.2
12/16/2004	1015032274011	GABRIEL J SOMORI	\$88.00	\$45.00	01/05/2005	No	720.2
01/18/2005	1070179176011	IVONNE HERRERA	\$179.00	\$73.39	03/18/2005	No	729.1
02/01/2005	1150686724011	GABRIEL J SOMORI	\$205.00	\$205.00	07/20/2005	No	721.3
02/01/2005	1150686724012	GABRIEL J SOMORI	\$88.00	\$88.00	07/20/2005	No	721.3
02/01/2005	1150686724013	GABRIEL J SOMORI	\$2,150.00	\$2,150.00	09/07/2005	No	721.3
02/10/2005	1108596011011	COASTAL PAIN CARE CENTER	\$100.00	\$57.04	05/16/2005	No	729.1, 477.9
02/18/2005	1181950887011	JEFFREY J HECKERT	\$245.00	\$93.60	09/07/2005	No	721.3
03/01/2005	1059236185011	GABRIEL J SOMORI	\$245.00	\$71.98	03/08/2005	No	724.1
03/04/2005	1066845596011	MILFORD GENERAL HOSP-BAYHEALTH MED CTR	\$1,566.00	\$939.60	03/17/2005	No	719.45
03/04/2005	1068160952011	MILFORD DIAGNOSTIC IMAGING	\$241.00	\$147.00	03/22/2005	No	719.45
03/08/2005	1068997456011	REHABILICARE DIV COMPLEX TECHNOLOGY INC	\$85.00	\$191.82	03/21/2005	No	724.1
03/08/2005	1068997456012	REHABILICARE DIV COMPLEX TECHNOLOGY INC	\$85.00	\$50.24	03/21/2005	No	724.1
03/08/2005	1068997456013	REHABILICARE DIV COMPLEX TECHNOLOGY INC	\$190.50	\$125.60	03/21/2005	No	724.1
03/08/2005	1068997456014	REHABILICARE DIV COMPLEX TECHNOLOGY INC	\$27.00	\$21.60	03/21/2005	No	724.1
03/08/2005	1068997456015	REHABILICARE DIV COMPLEX TECHNOLOGY INC	\$50.80	\$21.84	03/21/2005	No	724.1
03/28/2005	1076814361011	GABRIEL J SOMORI	\$155.00	\$61.60	04/04/2005	No	724.1
04/07/2005	1092202884011	IVONNE HERRERA	\$79.00	\$27.74	04/25/2005	No	729.0, 729.1, 780.79
04/11/2005	1085959009011	JEFFREY J HECKERT	\$100.00	\$57.04	04/15/2005	No	729.1, 477.9, 530.81

* The amount of our claim includes the reasonable value of services furnished on a pre-paid capitated basis.

Medical Payment Summary

Claimant: DAVIDSON, JANET

Date of Incident: 11/01/2003

Last Update: 08/23/2006

ISS File Number: 1960268

Total Billed: \$179,880.39
Total Paid: \$100,463.84
created on: 04/12/2007

First Date of Service	Claim Number	Provider	Amount Billed	Amount Paid	Paid Date	Capitated*	Diagnosis Codes
04/28/2005	1098351824011	GABRIEL J SOMORI	\$155.00	\$63.20	05/09/2005	No	724.1
05/16/2005	1111563907011	GABRIEL J SOMORI	\$155.00	\$63.20	05/25/2005	No	721.3, 729.1, 780.99
05/29/2005	1122957265012	SUSSEX EMERGENCY ASSOCIATES	\$243.00	\$194.40	06/13/2005	No	729.81
06/07/2005	1130602097011	IVONNE HERRERA	\$79.00	\$27.74	06/22/2005	No	724.5
06/13/2005	1127459872011	GABRIEL J SOMORI	\$155.00	\$63.20	06/21/2005	No	721.3, 722.52
06/21/2005	1132908015011	GABRIEL J SOMORI	\$205.00	\$205.00	06/29/2005	No	721.3
06/21/2005	1132908016011	GABRIEL J SOMORI	\$140.00	\$140.00	06/29/2005	No	721.3
06/21/2005	1132908020011	GABRIEL J SOMORI	\$88.00	\$36.00	06/29/2005	No	721.3
06/21/2005	1168059321011	COASTAL PAIN CARE CENTER	\$4,150.00	\$4,150.00	09/07/2005	No	721.3
06/21/2005	1181530830011	GABRIEL J SOMORI	\$205.00	\$205.00	09/06/2005	No	721.3
07/12/2005	1163563087011	GABRIEL J SOMORI	\$155.00	\$63.20	08/09/2005	No	721.3, 729.1, 780.99
07/13/2005	1159610806011	JEFFREY J HECKERT	\$70.00	\$37.42	08/05/2005	No	729.1
08/10/2005	1165299628011	GABRIEL J SOMORI	\$155.00	\$63.20	08/17/2005	No	724.1
08/11/2005	1169903874011	REHABILICARE DIV COMPEX TECHNOLOGY INC	\$27.00	\$21.60	08/23/2005	No	724.1
08/11/2005	1169903874012	REHABILICARE DIV COMPEX TECHNOLOGY INC	\$190.50	\$125.60	08/23/2005	No	724.1
08/15/2005	1174476777011	IVONNE HERRERA	\$79.00	\$27.74	08/30/2005	No	719.40, 729.1, 780.79
08/16/2005	1170500604011	JEFFREY J HECKERT	\$165.00	\$49.85	08/23/2005	No	840.4
08/24/2005	1177772639011	MILFORD GENERAL HOSP-BAYHEALTH MED CTR	\$100.00	\$60.00	09/02/2005	No	719.46
08/24/2005	1179828754011	JEFFREY J JACKERSON	\$27.00	\$16.32	09/09/2005	No	719.46
09/08/2005	1207160695011	GABRIEL J SOMORI	\$105.90	\$23.92	10/25/2005	No	724.1
09/08/2005	1207160695012	GABRIEL J SOMORI	\$49.10	\$49.10	10/25/2005	No	724.1
09/13/2005	1207160696011	GABRIEL J SOMORI	\$205.00	\$205.00	10/25/2005	No	721.3
09/13/2005	1207160696012	GABRIEL J SOMORI	\$140.00	\$140.00	10/25/2005	No	721.3
09/13/2005	1207160696013	GABRIEL J SOMORI	\$39.15	\$39.15	10/25/2005	No	721.3
09/13/2005	1207160696014	GABRIEL J SOMORI	\$48.85	\$48.85	10/25/2005	No	721.3
09/13/2005	1257067335012	COASTAL PAIN CARE CENTER	\$1,000.00	\$800.00	01/23/2006	No	721.42, 721.3, 721.3
09/19/2005	1207160693011	COASTAL PAIN CARE PHYSICIANS P	\$105.90	\$29.90	10/25/2005	No	721.3, 722.52, 729.1, 780.99
09/19/2005	1207160693012	COASTAL PAIN CARE PHYSICIANS P	\$49.10	\$49.10	10/25/2005	No	721.3, 722.52, 729.1, 780.99
09/21/2005	1191659524011	JEFFREY J HECKERT	\$100.00	\$75.22	09/26/2005	No	724.5
09/27/2005	1199413635011	ASHIMA LALL	\$241.00	\$144.00	10/08/2005	No	722.10
09/27/2005	1200462317011	MILFORD GENERAL HOSP-BAYHEALTH MED CTR	\$1,139.00	\$683.40	10/07/2005	No	724.2
10/04/2005	1210158598011	COASTAL PAIN CARE PHYSICIANS P	\$104.90	\$29.90	10/30/2005	No	724.1
10/04/2005	1210158598012	COASTAL PAIN CARE PHYSICIANS P	\$50.10	\$50.10	10/30/2005	No	724.1
10/05/2005	1206072630011	JEFFREY J HECKERT	\$100.00	\$75.22	10/18/2005	No	724.5
10/12/2005	1210391462011	REHABILICARE DIV COMPEX TECHNOLOGY INC	\$190.50	\$190.50	11/20/2005	No	724.1
10/17/2005	1212835629011	IVONNE HERRERA	\$89.00	\$34.68	11/01/2005	No	724.2, 780.79
11/02/2005	1229411138011	GABRIEL J SOMORI	\$155.00	\$80.00	11/21/2005	No	721.3, 722.52
11/17/2005	12310671485011	JEFFREY J HECKERT	\$100.00	\$94.02	11/22/2005	No	724.5
12/01/2005	1242188281011	IVONNE HERRERA	\$89.00	\$34.68	12/11/2005	No	716.16
12/01/2005	1250680032011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$80.00	12/26/2005	No	722.52, 724.1, 724.2
12/13/2005	1256064595011	GABRIEL J SOMORI	\$650.00	\$381.00	01/03/2006	No	722.52, 721.3
12/13/2005	1256064595012	GABRIEL J SOMORI	\$88.00	\$45.00	01/03/2006	No	722.52, 721.3

* The amount of our claim includes the reasonable value of services furnished on a pre-paid capitated basis.

Medical Payment Summary

Claimant: DAVIDSON, JANET

Date of Incident: 11/01/2003

Last Update: 08/23/2006

ISS File Number: 1960268



Total Billed: \$179,880.39
 Total Paid: \$100,463.84
 created on: 04/12/2007

First Date of Service	Claim Number	Provider	Amount Billed	Amount Paid	Paid Date	Capitated*	Diagnosis Codes
12/13/2005	1257067334012	COASTAL PAIN CARE CENTER	\$1,000.00	\$800.00	01/23/2006	No	722.52, 721.3, 721.3
12/29/2005	1264245899011	GABRIEL J SOMORI	\$155.00	\$80.00	01/17/2006	No	721.3, 722.52
01/12/2006	1275357908011	BEEBE MEDICAL CENTER	\$424.00	\$322.24	01/30/2006	No	924.11
01/26/2006	1275698329011	JEFFREY J HECKERT	\$70.00	\$47.84	01/30/2006	No	812.20
01/26/2006	1280890834011	COASTAL PAIN CARE PHYSICIANS P	\$155.00	\$64.00	02/09/2006	No	724.1
02/07/2006	1289398921011	IVONNE HERRERA	\$89.00	\$27.74	03/03/2006	No	729.1, 729.0, 780.79
02/22/2006	1300822971011	EDMUND T CARROLL III	\$85.00	\$23.19	03/03/2006	No	812.03
03/01/2006	1301952309011	GREGORY A BAHTARIAN	\$100.00	\$75.22	03/09/2006	No	812.20
03/23/2006	1326867495011	GABRIEL J SOMORI	\$155.00	\$64.00	04/11/2006	No	724.1
04/05/2006	1326557101011	JEFFREY J HECKERT	\$100.00	\$75.22	04/07/2006	No	812.20
04/27/2006	1386488740011	GABRIEL J SOMORI	\$155.00	\$64.00	07/05/2006	No	724.1
05/09/2006	1351729282011	JEFFREY J HECKERT	\$70.00	\$47.84	05/12/2006	No	782.3
05/11/2006	1374140867011	GABRIEL J SOMORI	\$1,000.00	\$391.20	06/19/2006	No	721.3
05/11/2006	1374140867012	GABRIEL J SOMORI	\$1,000.00	\$147.60	06/19/2006	No	721.3
05/11/2006	1374140867013	GABRIEL J SOMORI	\$1,000.00	\$147.60	06/19/2006	No	721.3
05/11/2006	1374140867014	GABRIEL J SOMORI	\$150.00	\$100.80	06/19/2006	No	721.3
05/22/2006	1367922661011	IVONNE HERRERA	\$89.00	\$27.74	06/05/2006	No	729.1, 780.79, 719.49
05/25/2006	1386786711011	GABRIEL J SOMORI	\$245.00	\$98.40	07/05/2006	No	721.3, 722.52
06/07/2006	1386786712011	GABRIEL J SOMORI	\$155.00	\$64.00	07/05/2006	No	721.3, 722.52
Subtotals:			\$179,880.39	\$100,463.84			

* The amount of our claim includes the reasonable value of services furnished on a pre-paid capitated basis.

EXHIBIT C

May 31, 2005

VIA FACSIMILE & U.S. MAIL
NATIONWIDE INSURANCE
CLAIMS OFFICE
1160 GREENTREE DRIVE
DOVER, DE 19904

RE: Your Insured: Donita S Taylor
Your Claim #: 89079054332003110101
Injured Party: Janet M Davidson
Date of Injury: 11/01/2003
Group: PETSMART #000701439
Our File #: 1960268

Dear Claims Office,

This letter will formally notify you that UnitedHealthcare Services has retained Ingenix Subrogation Services to pursue a recovery for medical benefits that have been or may be paid by them on behalf of Janet M Davidson for the treatment of injuries sustained arising out of the above captioned injury. Please contact us prior to settlement to obtain the total amount of paid benefits.

The plan is set up under the federal Employee Retirement Income Security Act of 1974 (ERISA), 88 Stat. 829, as amended, 29 U.S.C. ?1001 et seq.

Our client asserts a subrogation and/or reimbursement interest in this matter under applicable law. Please direct all future communications to my attention.

Thank you.

Sincerely,

Susan Graedler/mh
Subrogation Analyst
Phone: 952-833-7432
Fax: 800-842-6748

EXHIBIT D



Nationwide®
On Your Side™

DE-10-NEWC * P.O. Box 15260 * Wilmington, DE 19850-5260

September 15, 2006

INGENIX MN002-0220
12125 Technology Drive
Eden Prairie, MN 55344

OUR INSURED : Donita S Taylor
OUR CLAIM NUMBER : 89 07 905433 11012003 01
DATE OF ACCIDENT : 11-01-2003
CLAIMANT NAME : Janet Davidson
YOUR FILE: 1960268

At this time, this matter has been settled and is in the process of finalization with the attorney representing the injured party.

You may wish to contact the attorney directly with respect to your recovery.

Nationwide General Insurance Company
Sonja Blackhawk
Claims Department
(302)325-8932



EXHIBIT E

September 18, 2006

**KIMELL, CARTER, ROMAN, & PELTS-ATTORNEYS AT LAW
ASSIGNED ATTORNEY
PO BOX 1070
BEAR, DE 19701**

**RE: Injured Party: Janet M Davidson
Date of Injury: 11/01/2003
Group: PETSMART #000701439
Our File #: 1960268**

Dear Assigned Attorney,

This letter will formally notify you that UnitedHealthcare Services has retained Ingenix Subrogation Services to pursue a recovery for medical benefits that have been or may be paid by them on behalf of Janet M Davidson for the treatment of injuries sustained arising out of the above captioned injury. Please contact us prior to settlement to obtain the total amount of paid benefits.

The health plan is set up under the federal Employee Retirement Income Security Act of 1974 (ERISA), 88 Stat. 829, as amended, 29 U.S.C. ?1001 et seq.

Our client asserts a subrogation and/or reimbursement interest in this matter under applicable law. Please notify us immediately if you have already obtained a recovery from some other party. Once settlement funds come into your possession, you should hold them in trust until such time as our client?s interest has been severed from the interest of your client.

Please contact me to discuss this matter. Also, please direct all future correspondence relating to our client?s subrogation/reimbursement rights to my attention.

Thank you for your assistance.

Sincerely,

Deborah Swedin
Recovery Analyst
Phone: 952-833-6315
Fax: 800-708-3179

EXHIBIT F

Bank One Check Image

043000034
09/27/2006
6315363738

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

09/27/2006
0520716749

NATIONWIDE INSURANCE
P.O. BOX 167261
GAINESVILLE FL 32616-7061
(800) 421-3328

☐ Nationwide Insurance

Check No: 52884628
Date: 09-27-06
Net: \$280,000.00
Ref: 00 000000 11-01-05 01

Pay to the Order of
JANET DAVIDSON AND HER ATTY
MICHAEL BERNASH, ESQ. INDENTIA AND
SIMONE CARTER ROMAN AND PELITZ
PO BOX 1070
SEAR NC 28701

\$280,000.00

Bank One, National City
Cincinnati, OH 45202

52884628 520716749 00105276 0028000000

23744767

09/27/2006
0520716749
00105276
0028000000

Do not endorse or write below this line.

Account: 105276
Check Number: 52884628 Check Amount: \$280,000.00
Posting Date: 09/27/2006 Sequence Number: 5510211251

EXHIBIT G

LAW OFFICES
KIMMEL, CARTER, ROMAN & PELTZ
PROFESSIONAL ASSOCIATION

MORTON RICHARD KIMMEL*
EDWARD B. CARTER, JR.
THOMAS J. ROMAN
WILLIAM R. PELTZ
MICHAEL D. BEDNASH
MATTHEW M. BARTKOWSKI**
WILLIAM R. BAKER, JR.***
JONATHAN B. O'NEILL****
DANIEL A. SCHWARZ^
LAWRANCE SPILLER KIMMEL*

*ALSO MEMBER DC BAR

**ALSO MEMBER PA BAR

***ALSO MEMBER MD BAR

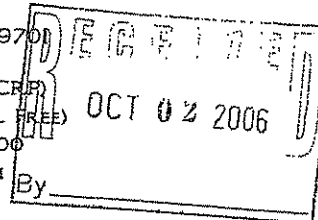
****ALSO MEMBER NJ BAR

^MEMBER PA & NJ BARS ONLY

*ALSO MEMBER PA & NJ BARS

MAILING ADDRESS

P.O. Box 1070
BEAR, DELAWARE 19701
(302) 392-5277 (KCRP)
(866) 792-5277 (TOLL FREE)
FAX (302) 392-0800
WWW.KCRLAW.COM



OFFICE LOCATIONS

200 BIDDLE AVENUE
SUITE 101
SPRINGSIDE PLAZA
NEWARK, DE
913 MARKET STREET
SUITE 700
WILMINGTON, DE
(302) 571-0800

September 27, 2006

Re: Janet Davidson
File# 1960268

Ingenex
MN002-0220
12125 Technology Drive
Eden Prairie, MN 55344
Attention: Deborah Swedin

Dear Ms. Swedin:

Receipt of your letter dated 9/18/06 which I received on 9/25/06 is acknowledged.

Please be advised that this matter has already resolved.

Very truly yours,

MICHAEL D. BEDNASH

MBD/mc

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by the Rules of Court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the Civil Docket Sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS**PETSMART, Inc.**

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS**Janet M. Davidson****Michael D. Bednash, Esquire and****Kimmel Carter Roman & Peltz, P.A.**

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT NCC, DE
(IN U.S. PLAINTIFF CASES ONLY)

(c) ATTORNEY'S (Firm Name, Address, and Telephone Number)

Timothy M. Holly, Esquire
Connolly Bove Lodge & Hutz LLP
1007 N. Orange Street, P.O. Box 2207
Wilmington, DE 19899,
(302)-658-9141

ATTORNEYS (IF KNOWN)**Michael D. Bednash, Esquire****II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U. S. Government Plaintiff ☒ 3 Federal Question (U. S. Government Not A Party)
- ☐ 2 U. S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|-----------------------------|---|-----------------------------|-----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> X | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 14 |
| Citizen of Another State | <input type="checkbox"/> 12 | <input type="checkbox"/> 12 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 15 | <input type="checkbox"/> 15 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 780 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal <input type="checkbox"/> 443 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 28 USC 7608	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 420 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 980 Other Statutory Actions

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from Another District (specify) _____
 ☐ 6 Multidistrict Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. §1331
 28 U.S.C. §1367(a)
 Subrogation provision of ERISA Plan

VII REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 100,463.84
 JURY DEMAND: ☒ YES ☐ NO

CHECK YES only if demanded in complaint:
☐ YES ☐ NO

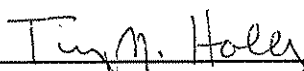
VIII RELATED CASE(S) IF ANY

(See instructions)

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44 Reverse (Rev. 12/96)

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

07-628

Civil Action No. _____

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

FILED
CLERK U.S. DISTRICT COURT
DISTRICT OF DELAWARE
2007 OCT 15 AM 9:26

I HEREBY ACKNOWLEDGE RECEIPT OF 4 COPIES OF AO FORM 85.

10/15/07
(Date forms issued)

Matthew D. Gordon
(Signature of Party or their Representative)

Matthew D. Gordon
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action